

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

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**MUSKEGON HEIGHTS HOUSING COMMISSION**  
**MI031**  
**615 East Hovey Avenue**  
**Muskegon Heights, MI 49444**

# PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004  
Annual Plan for Fiscal Year 2000

## **PHA Plan Agency Identification**

**PHA Name:** Muskegon Heights Housing Commission

**PHA Number:** MI031

**PHA Fiscal Year Beginning:** 01/2000

### **Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting:**

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices

### **Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at:

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other

PHA Plan Supporting Documents are available for inspection at:

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2000 - 2004**  
[24 CFR Part 903.5]

**A. Mission**

- ☒ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☐ The PHA's mission is:

**B. Goals**

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

- ☒ PHA Goal: Expand the supply of assisted housing  
Objectives:
- ☒ Apply for additional rental vouchers:
  - ☒ Reduce public housing vacancies: **4%**
  - ☐ Leverage private or other public funds to create additional housing opportunities:
  - ☐ Acquire or build units or developments
  - ☐ Other
- ☒ PHA Goal: Improve the quality of assisted housing  
Objectives:
- ☒ Improve public housing management:
  - ☒ Improve voucher management:
  - ☒ Increase customer satisfaction:
  - ☒ Concentrate on efforts to improve specific management functions:  
***Financial management and maintenance***
  - ☐ Renovate or modernize public housing units:
  - ☒ Demolish or dispose of obsolete public housing:
  - ☐ Provide replacement public housing:
  - ☐ Provide replacement vouchers:
  - ☐ Other:

- ☒ PHA Goal: Increase assisted housing choices  
Objectives:
- ☒ Provide voucher mobility counseling:
  - ☒ Conduct outreach efforts to potential voucher landlords
  - ☐ Increase voucher payment standards
  - ☐ Implement voucher homeownership program:
  - ☐ Implement public housing or other homeownership programs:
  - ☐ Implement public housing site-based waiting lists:
  - ☐ Convert public housing to vouchers:
  - ☐ Other:

**HUD Strategic Goal: Improve community quality of life and economic vitality**

- ☒ PHA Goal: Provide an improved living environment  
Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
  - ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
  - ☒ Implement public housing security improvements:
  - ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
  - ☐ Other:

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

- ☒ PHA Goal: Promote self-sufficiency and asset development of assisted households  
Objectives:
- ☒ Increase the number and percentage of employed persons in assisted families:
  - ☒ Provide or attract supportive services to improve assistance recipients' employability:
  - ☐ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
  - ☐ Other:

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

- ☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - ☐ Other:

**Other PHA Goals and Objectives**

*None*

**Annual PHA Plan**  
**PHA Fiscal Year 2000**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

☐ **Standard Plan**

**Streamlined Plan:**

- ☐ **High Performing PHA**  
☐ **Small Agency (<250 Public Housing Units)**  
☐ **Administering Section 8 Only**

☒ **Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

*The Annual Plan focuses on recovery of the agency from troubled status. Essential policies are developed or revised, occupancy levels increased and physical needs assessed.*

**iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

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## Attachments

### Required Attachments:

<input checked="" type="checkbox"/>	Admissions Policy for Deconcentration	See ACOP
<input checked="" type="checkbox"/>	FY 2000 Capital Fund Program Annual Statement	Pgs. 26-28
<input checked="" type="checkbox"/>	Most recent board-approved operating budget	Hard Copy

### Optional Attachments:

<input type="checkbox"/>	PHA Management Organizational Chart	
<input type="checkbox"/>	FY 2000 Capital Fund Program 5 Year Action Plan	
<input checked="" type="checkbox"/>	Public Housing Drug Elimination Program (PHDEP) Plan	mi031a01
<input type="checkbox"/>	Comments of Resident Advisory Board or Boards	
<input checked="" type="checkbox"/>	Other	

***Admissions and Continued Occupancy Policy*** mi031b01

***Section 8 Administrative Plan*** mi031c01

***Disposition Policy*** mi031d01

***Grievance Procedure*** mi031e01

***Pet Policy*** mi031f01

***Rent Collection Policy*** mi031g01

***Dwelling Lease*** mi031h02

***Maintenance Plan*** mi031i01

## Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
NA	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
NA	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs



<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
NA	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
NA	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
NA	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
NA	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

# 1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

## A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction By Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	1.055	4	3	4	3	3	3
Income >30% but <=50% of AMI	458	3	3	4	3	3	3
Income >50% but <80% of AMI	341	2	2	4	2	3	3
Elderly	263	4	3	4	4	2	3
Families with Disabilities	NA						
Race/Ethnicity African American	70%*	4	3	4	3	3	3
Race/Ethnicity White	28%*	4	3	4	3	3	3
Race/Ethnicity H/Other	2%*	4	3	4	3	3	3

\* Assumes percentage of renter households mirrors general population proportions in the City

What sources of information did the PHA use to conduct this analysis?

- ☒ Consolidated Plan of the Jurisdiction/s  
Indicate year: 2000
- ☐ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- ☐ American Housing Survey data  
Indicate year:
- ☐ Other housing market study  
Indicate year:
- ☐ Other sources:

## B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List			
Waiting list type: <input type="checkbox"/> Section 8 tenant-based assistance <input checked="" type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	31		35
Extremely low income <=30% AMI	31	100%	
Very low income (>30% but <=50% AMI)	0	0%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	22	71%	
Elderly families	0	0%	
Families with Disabilities	9	29%	
Race/ethnicity Black	29	94%	
Race/ethnicity White	2	6%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	9	29%	34
2 BR	11	35%	20
3 BR	9	29%	24
4 BR	2	7%	12
5 BR			
5+ BR			

Housing Needs of Families on the Waiting List
Is the waiting list closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes:
How long has it been closed (# of months)?
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes

Housing Needs of Families on the Waiting List			
Waiting list type:			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	16		5
Extremely low income <=30% AMI	16	100%	
Very low income (>30% but <=50% AMI)	0	0%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	15	93.75%	
Elderly families	0	0%	
Families with Disabilities	0	0%	
Race/ethnicity Black	16	100%	
Race/ethnicity White	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? 30 Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

### C. Strategy for Addressing Needs

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1: Maximize the number of affordable units available to the PHA within its current resources by:**

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☐ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other

**Strategy 2: Increase the number of affordable housing units by:**

- ☒ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenantbased assistance.
- ☐ Other:

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other:

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

- ☐ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other:

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

- ☐ Seek designation of public housing for the elderly
- ☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other:

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

- ☐ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other:

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs**

**Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other:

**Strategy 2: Conduct activities to affirmatively further fair housing**

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other:

**Other Housing Needs & Strategies:**

*None*

**(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☒ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community
- ☐ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☐ Results of consultation with local or state government
- ☐ Results of consultation with residents and the Resident Advisory Board

- ☐ Results of consultation with advocacy groups
- ☐ Other:

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	\$523,650	
b) Public Housing Capital Fund	\$844,953	
c) HOPE VI Revitalization	---	
d) HOPE VI Demolition	---	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$225,051	
f) PHDEP (including TA funds)	\$79,999	
g) ROSS	---	
h) CDBG	---	
i) HOME	---	
j) Other Federal Grants	---	
<b>2. Prior Year Federal Grants (unobligated funds only)</b>	\$891,694	Operations
<b>3. Public Housing Dwelling Rental Income</b>	\$671,760	Operations
<b>4. Other income</b>	\$2,400	Operations
<b>5. Non-federal sources</b>	---	
<b>Total resources</b>	<b>\$3,237,107</b>	



### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

##### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing?

☐ When families are within a certain number of being offered a unit:

☐ When families are within a certain time of being offered a unit:

☒ Other:

- *At the time of application*

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing?

☒ Criminal or Drug-related activity

☒ Rental history

☒ Housekeeping

☒ Other:

- *Landlord References*

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

##### **(2)Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list

☒ Community-wide list

☐ Sub-jurisdictional lists

☐ Site-based waiting lists

☐ Other

b. Where may interested persons apply for admission to public housing?

☒ PHA main administrative office

☐ PHA development site management office

☐ Other

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection**(3) Assignment**

- ***Not Applicable – the PHA does not plan to operate a site-based waiting list in the coming year***

1. How many site-based waiting lists will the PHA operate in the coming year?
2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously HUD-approved site based waiting list plan)?  
If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously?  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists?
  - ☐ PHA main administrative office
  - ☐ All PHA development management offices
  - ☐ Management offices at developments with site-based waiting lists
  - ☐ At the development to which they would like to apply
  - ☐ Other

### **(3) Assignment**

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list?
  - ☒ One
  - ☐ Two
  - ☐ Three or More
- b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

- a. Income targeting:
  - ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:  
In what circumstances will transfers take precedence over new admissions?
  - ☒ Emergencies
  - ☐ Overhoused

- ☐ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice:
- ☐ Other:

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year?

Former Federal preferences:

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences:

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans’ families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s)
  - ***Elderly and disabled families before other singles***

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing

Owner, Inaccessibility, Property Disposition)  
Victims of domestic violence  
Substandard housing  
Homelessness  
High rent burden

Other preferences

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s)

2 ***Families***

2 ***Elderly***

3 ***Singles***

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing?

- ☒ The PHA-resident lease
- ☒ The PHA's Admissions and (Continued) Occupancy policy
- ☒ PHA briefing seminars or written materials
- ☐ Other source

b. How often must residents notify the PHA of changes in family composition?

- ☒ At an annual reexamination and lease renewal
- ☒ Any time family composition changes
- ☒ At family request for revision
- ☐ Other

**(6) Deconcentration and Income Mixing**

- a. ☒ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the

need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted?

☐ Adoption of site-based waiting lists

If selected, list targeted developments below:

☐ Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments

If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments

If selected, list targeted developments below:

☐ Other

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes?

☐ Additional affirmative marketing

☐ Actions to improve the marketability of certain developments

☐ Adoption or adjustment of ceiling rents for certain developments

☐ Adoption of rent incentives to encourage deconcentration of poverty and income mixing

☐ Other

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families?

☐ Not applicable: results of analysis did not indicate a need for such efforts

☒ List (any applicable) developments below:

- *East Side Court*
- *East Side Manor*

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families?

☒ Not applicable: results of analysis did not indicate a need for such efforts

☐ List (any applicable) developments below:

## B. Section 8

### (1) Eligibility

- a. What is the extent of screening conducted by the PHA?
- ☒ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity
- ☐ Other
- b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NDC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords?
- ☐ Criminal or drug-related activity
- ☐ Other

### (2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged?
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program
- b. Where may interested persons apply for admission to section 8 tenant-based assistance?
- ☒ PHA main administrative office
- ☐ Other

### (3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

- ***Reasonable efforts to locate a unit fail***
- Hospitalization or family emergency

#### **(4) Admissions Preferences**

##### a. Income targeting

- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

##### b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year?

##### Former Federal preferences

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

##### Other preferences

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s)
- ***Elderly and disabled families before other singles***

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

## Date and Time

### Former Federal preferences

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)  
Victims of domestic violence  
Substandard housing  
Homelessness  
High rent burden

### Other preferences

- ☐ Working families and those unable to work because of age or disability  
☐ Veterans and veterans' families  
☐ Residents who live and/or work in your jurisdiction  
☐ Those enrolled currently in educational, training, or upward mobility programs  
☐ Households that contribute to meeting income goals (broad range of incomes)  
☐ Households that contribute to meeting income requirements (targeting)  
☐ Those previously enrolled in educational, training or upward mobility programs  
☐ Victims of reprisals or hate crimes  
☒ Other preference(s)  
**2 Families**  
**2 Seniors**  
**3 Singles**

4. Among applicants on the waiting list with equal preference status, how are applicants selected?

- ☒ Date and time of application  
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction"

- ☐ This preference has previously been reviewed and approved by HUD  
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers  
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

### **(5) Special Purpose Section 8 Assistance Programs**

- a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained?

- ☒ The Section 8 Administrative Plan



- ☒ Briefing sessions and written materials  
☐ Other

b. How does the PHA announce the availability of any specialpurpose section 8 programs to the public?

- ☒ Through published notices  
☐ Other

#### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

##### **A. Public Housing**

###### **(1) Income Based Rent Policies**

a. Use of discretionary policies:

- ☒ The PHA will not employ any discretionary rentsetting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent?

- ☒ \$0  
☐ \$1-\$25  
☐ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ?

- ☐ For the earned income of a previously unemployed household member
- ☐ For increases in earned income
- ☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)
- If yes, state percentage/s and circumstances below:

- ☐ For household heads
- ☐ For other family members
- ☐ For transportation expenses
- ☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
- ☐ Other

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)

- ☒ Yes for all developments
- ☐ Yes but only for some developments
- ☐ No

2. For which kinds of developments are ceiling rents in place?

- ☒ For all developments
- ☐ For all general occupancy developments (not elderly or disabled or elderly only)
- ☐ For specified general occupancy developments
- ☐ For certain parts of developments; e.g., the high-rise portion
- ☐ For certain size units; e.g., larger bedroom sizes
- ☒ Other

- ***The Commission will use ceiling rents in place prior to QHWRRA. Ceiling rents in effect are: One Bedroom \$260; Two Bedroom \$337; Three Bedroom \$360; Four Bedroom \$405***

3. Select the space or spaces that best describe how you arrive at ceiling rents

- ☐ Market comparability study
- ☒ Fair market rents (FMR)

- ☐ 95<sup>th</sup> percentile rents
- ☐ 75 percent of operating costs
- ☐ 100 percent of operating costs for general occupancy (family) developments
- ☐ Operating costs plus debt service
- ☐ The "rental value" of the unit
- ☐ Other

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent?

- ☐ Never
- ☒ At family option
- ☐ Any time the family experiences an income increase
- ☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- ☒ Other:
  - *Any change in family composition*

- g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

**(2) Flat Rents**

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability?

- ☐ The section 8 rent reasonableness study of comparable housing
- ☐ Survey of rents listed in local newspaper
- ☐ Survey of similar unassisted units in the neighborhood
- ☒ Other
  - *The Commission will continue to use existing ceiling rents as their flat rents. Flat rents in effect are posted on the official bulletin board*

**B. Section 8 Tenant-Based Assistance**

**(1) Payment Standards**

- a. What is the PHA's payment standard?

- ☐ At or above 90% but below 100% of FMR
- ☒ 100% of FMR
- ☐ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other

c. If the payment standard is higher than FMR, why has the PHA chosen this level?

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or submarket
- ☐ To increase housing options for families
- ☐ Other

d. How often are payment standards reevaluated for adequacy?

- ☒ Annually
- ☐ Other

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?

- ☒ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other

## **(2) Minimum Rent**

a. What amount best reflects the PHA's minimum rent?

- ☒ \$0
- ☐ \$1-\$25
- ☐ \$26-\$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

### **A. PHA Management Structure**

- ☐ An organization chart showing the PHA's management structure and organization is attached.
- ☒ A brief description of the management structure and organization of the PHA follows:

*The Board of Commissioners consists of 5 members, appointed by the Mayor. Executive staff include an Executive Director and a Deputy Executive Director. All staff report through the Deputy Director to the Executive Director. Administrative staff positions include a Property Manager, who also is in charge of Section 8 activities, a Property Assistant, an Accountant Clerk, a housing Specialist/Resident Initiatives Coordinator, an Office Coordinator and an Executive Secretary and a Modernization Coordinator. Maintenance staff include a Maintenance Supervisor and 5 line positions.*

## **B. HUD Programs Under PHA Management**

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	349	90
Section 8 Vouchers	46	4
Section 8 Certificates	NA	
Section 8 Mod Rehab	NA	
Special Purpose Section	NA	
Public Housing Drug Elimination Program (PHDEP)	NA	
Other Federal Programs	NA	

## **C. Management and Maintenance Policies**

(1) Public Housing Maintenance and Management:  
*Admissions and Continued Occupancy Policy (ACOP)*  
*Grievance Procedure*  
*Dwelling Lease*  
*Maintenance Plan*

(2) Section 8 Management:  
*Section 8 Administrative Plan*

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

### **A. Public Housing**

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process?

- ☒ PHA main administrative office  
☐ PHA development management offices  
☐ Other

**B. Section 8 Tenant-Based Assistance**

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes?

- ☒ PHA main administrative office  
☐ Other

**7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

**A. Capital Fund Activities**

**(1) Capital Fund Program Annual Statement**

Select one:

- ☐ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- ☒ The Capital Fund Program Annual Statement is provided on the following pages:

**Component 7**  
**Capital Fund Program Annual Statement**  
**Parts I, II, and II**

**Annual Statement**  
**Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number MI33PO31150100 FFY of Grant Approval: (09/2000)

☒ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	\$0
2	1406 Operations	\$168,990
3	1408 Management Improvements	\$20,000
4	1410 Administration	\$84,495
5	1411 Audit	\$0
6	1415 Liquidated Damages	\$0
7	1430 Fees and Costs	\$60,228
8	1440 Site Acquisition	\$0
9	1450 Site Improvement	\$185,690
10	1460 Dwelling Structures	\$165,550
11	1465.1 Dwelling Equipment-Nonexpendable	\$165,000
12	1470 Nondwelling Structures	\$0
13	1475 Nondwelling Equipment	\$0
14	1485 Demolition	\$0
15	1490 Replacement Reserve	\$0
16	1492 Moving to Work Demonstration	\$0
17	1495.1 Relocation Costs	\$0
18	1498 Mod Used for Development	\$0
19	1502 Contingency	\$45,000
20	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	<b>\$884,953</b>
21	Amount of line 20 Related to LBP Activities	\$0
22	Amount of line 20 Related to Section 504 Compliance	\$0
23	Amount of line 20 Related to Security	\$0
24	Amount of line 20 Related to Energy Conservation Measures	\$0

**Annual Statement**  
**Capital Fund Program (CFP) Part II: Supporting Table**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
PHA-Wide	Operating Supplement	1406	\$168,990
PHA-Wide	MIS Project Coordinator	1408	\$20,000
PHA-Wide	Administrative Salaries	1410	\$82,495
PHA-Wide	Miscellaneous Costs	1410	\$1,000
PHA-Wide	Audit	1410	\$1,000
PHA-Wide	A/E Design	1430	\$30,228
PHA-Wide	Physical needs Assessment	1430	\$30,000
MI-31-004	Resurface parking lot and repair storm drain	1450	\$55,000
MI-31-001	Replace damaged side walls	1450	\$130,690
MI-31-004	Complete renovation of bathrooms	1460	\$165,530
MI-31-002	Replace trash compactor	1465.1	\$65,000
MI-31-002	Update elevator controls and cars	1465.1	\$100,000
PHA-Wide	Contingency	1502	\$45,000



**Annual Statement****Capital Fund Program (CFP) Part III: Implementation Schedule**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
MI-31-001	9/30/02	9/30/03
MI-31-002	9/30/02	9/30/03
MI-31-003	9/30/02	9/30/03
MI-31-004	9/30/02	9/30/03
PHA-Wide	9/30/01	9/30/02

**(2) Optional 5-Year Action Plan**

*\* The Housing Commission is in the process of having a Comprehensive Needs Assessment completed. The results will be utilized to develop a 5 Year Action Plan and incorporated into the Annual PHA Plan when available.*

a. ☐ Yes ☒ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below:

**B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant:

☐

Revitalization Plan under development

☐

Revitalization Plan submitted, pending approval

- ☐ Revitalization Plan approved  
☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

### 2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Scattered Sites
1b. Development (project) number: MI-33-PO31-003
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (24/04/97)
5. Number of units affected: 17

Demolition/Disposition Activity Description
6. Coverage of action <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: Pending Environmental Review a. Actual or projected start date of activity: b. Projected end date of activity:

**9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities**

[24 CFR Part 903.7 9 (i)]

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below

Designation of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>

4. Date this designation approved, submitted, or planned for submission:(DD/MM/YY)
5. If approved, will this designation constitute a (selectone) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

### **A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act**

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

<b>Conversion of Public Housing Activity Description</b>
1a. Development name:
1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)

4. Status of Conversion Plan (select the statement that best describes the current status)

- ☐ Conversion Plan in development
- ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY)
- ☐ Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- ☐ Units addressed in a pending or approved demolition application (date submitted or approved: \_\_\_\_\_)
- ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: \_\_\_\_\_)
- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: \_\_\_\_\_)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ Other: (describe below)

**B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937**

**C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937**

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name:
1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected:
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

**B. Section 8 Tenant Based Assistance**

1. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- ☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants?

- ☐ 25 or fewer participants
- ☐ 26 - 50 participants
- ☐ 51 to 100 participants
- ☐ more than 100 participants

b. PHA-established eligibility criteria

- ☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (l)]

### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

- ☐ Yes ☒ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency

- ☐ Client referrals
- ☐ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☐ Coordinate the provision of specific social and selfsufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare-to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other

### **B. Services and programs offered to residents and participants**

#### **(1) General**

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

- ☒ Public housing rent determination policies
- ☒ Public housing admissions policies

- ☒ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies

b. Economic and Social self-sufficiency programs

- ☐ Yes ☒ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
NA	NA	NA	NA	NA

**(2) Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	NA	NA
Section 8	NA	NA

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

**C. Welfare Benefit Reductions**



1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by:

- ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- ☒ Informing residents of new policy on admission and reexamination
- ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
- ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other:

**D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937**

**13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

**A. Need for measures to ensure the safety of public housing residents**

1. Describe the need for measures to ensure the safety of public housing residents
- ☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
  - ☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
  - ☒ Residents fearful for their safety and/or the safety of their children
  - ☒ Observed lower-level crime, vandalism and/or graffiti
  - ☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
  - ☐ Other
2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents?
- ☐ Safety and security survey of residents
  - ☒ Analysis of crime statistics overtime for crimes committed "in and around" public housing authority
  - ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
  - ☒ Resident reports
  - ☒ PHA employee reports
  - ☒ Police reports

- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other

3. Which developments are most affected?

- **PHA-Wide**

**B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

- ☐ Contracting with outside and/or resident organizations for the provision of crime and/or drug-prevention activities
- ☒ Crime Prevention Through Environmental Design
- ☒ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other

2. Which developments are most affected?

**C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities:

- ☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☒ Police provide crime data to housing authority staff for analysis and action
- ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☒ Police regularly testify in and otherwise support eviction cases
- ☒ Police regularly meet with the PHA management and residents
- ☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities

2. Which developments are most affected?

- **PHA Wide**

**D. Additional information as required by PHDEP/PHDEP Plan**

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- ☒ Yes ☐ No: This PHDEP Plan is an Attachment: **MI031a01**

## **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

- *See Attachment mi031f01*

## **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

## **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? 2
5. ☐ Yes ☒ No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due?
  - *April 1, 2001*

## **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake?
  - ☐ Not applicable
  - ☐ Private management
  - ☐ Development-based accounting
  - ☒ Comprehensive stock assessment
  - ☐ Other:

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- ☐ Attached at Attachment (File name)
- ☐ Provided below:
3. In what manner did the PHA address those comments?
- ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
- ☐ The PHA changed portions of the PHA Plan in response to comments  
List changes below:
- ☐ Other:

### **B. Description of Election process for Residents on the PHA Board**

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

#### **3. Description of Resident Election Process**

##### **a. Nomination of candidates for place on the ballot:**

- ☐ Candidates were nominated by resident and assisted family organizations
- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☐ Other:

##### **b. Eligible candidates:**

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other

c. Eligible voters:

- ☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other

**C. Statement of Consistency with the Consolidated Plan**

1. Consolidated Plan jurisdiction: *Muskegon Heights (MI)*
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction:
  - ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
  - ☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - ☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - ☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan.
  - ☐ Other:
3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

**D. Other Information Required by HUD**

- *None*

**19. Definition of “Substantial Deviation” and Significant Amendment or Modification**

[1903.7(r)]:

This Housing Agency defines “substantial deviation” and “significant amendment or modification” as discretionary changes in its plans or policies which fundamentally alter the mission, goals or objectives of the Agency and which require formal approval by the Board of Commissioners.

# MUSKEGON HEIGHTS HOUSING COMMISSION

## DWELLING LEASE



Adopted: November 1, 2000

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# MUSKEGON HEIGHTS HOUSING COMMISSION DWELLING LEASE

## I. PARTIES

THE MUSKEGON HEIGHTS HOUSING COMMISSION (herein referred to as “we,” “us,” “it,” or “Commission,” does hereby lease to \_\_\_\_\_ (herein referred to as “you,” or “yours” or “the Tenant”) a \_\_\_\_\_ bedroom apartment located at \_\_\_\_\_, City of Muskegon Heights, State of Michigan.

## II. TERM

The initial term of this agreement shall begin on \_\_\_\_\_ and shall end at midnight on the last day of the twelfth month. If this Agreement is not terminated or modified by either the Tenant or the Commission, as permitted by this agreement, it shall automatically be renewed except for noncompliance with the Commission’s 8hour per month community service requirement in accordance with the approved Admissions and Continued Occupancy Policy. Automatic renewal shall be for successive terms of one year (12 months) with the same terms and conditions.

## III. HOUSEHOLD MEMBERS

The tenant may permit only the following persons to occupy this unit:

	<u>Name</u>	<u>Sex</u>	<u>Social Security No.</u>	<u>Date of Birth</u>	<u>Relationship</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____

## IV. RENT

You agree to pay \$\_\_\_\_\_ per month as the beginning rental amount. You understand that the apartment is subsidized and rents are based upon U.S. Department of Housing and Urban Development (HUD) regulations which require that the Commission allow tenants to choose between paying an income-based rent or a flat rent. You agree that the rent may be changed during the term of this lease in accordance with Section IX of this lease.

The rent is payable by you, without demand, in advance of or on the first day of each month. This rent will remain in effect unless adjusted in accordance with Section IX of this lease. If your lease is effective after the first day of the month, we have prorated the rent for the first month. The pro-rated amount is \$\_\_\_\_\_. If the final period of your tenancy is less than a full month and you have given us the proper notice of your intent to vacate as described in Section XX of this lease, you shall only be responsible for a pro-rated share of the rent for that month.

Payments can be made only in the form of personal check or money order. Personal checks or money orders shall be made payable to "Muskegon Heights Housing Commission." Payments may be made in person during posted hours only, at drop-off boxes where available, or mailed to:

Muskegon Heights Housing Commission  
615 East Hovey Avenue  
Muskegon Heights, MI 49444

## **V. UTILITIES AND APPLIANCES**

Management agrees to furnish the following utilities in accordance with the current Schedule of Utilities posted in the Management Office, and as set forth below:

- D. Water, sewage and garbage collection.
- D. Gas allowances for space heating, cooking and hot water that are included in the contract rent in quantities as posted in the management office.
- D. **Tenants in East Side Court (Project MICH31-04).** Tenants in East Side Court will be responsible for direct payment to private utility companies for gas and electric services.  
**NOTE:** Subparagraphs V (B) above will not apply to Project MICH31-04.
- D. Allowances for electrical energy for lights, refrigeration, FWA fans and exhaust fans are included in the contract rent in quantities posted in the Management Office.
- D. Tenants in scattered single family units (Project MICH31-03) will be responsible for direct payment to private utility companies for gas and electric services, and to the City of Muskegon Heights for payment of water and sewage bills. Subparagraphs V (A), V (B), and V (C) above will not apply to Project MICH31-03.
- F. The dwelling unit shall include a **stove** and **refrigerator** provided by Management. However, should Tenant desire to supply and use additional major appliances, and cause excessive consumption, Management shall charge Tenant for such **excess utility consumption** in accordance with the schedule posted in the Housing Commission Office.
- G. **Management shall not be responsible or liable for failure to supply any utilities for reasons beyond its control.**

- H. Tenant shall be responsible for the removal from their rental space (address/unit) of unwanted items deemed to be **heavy and bulky** by the City. Tenant shall be responsible for the charges for the removal of **unwanted heavy and bulky items** from their rental space.
- I. Tenant shall not abuse or waste any utility furnished and paid for by Management. Tenant shall not use any utility that is furnished and paid for by Management to operate a business or to earn money. Management shall define and determine what is utility abuse and waste.
- J. Management shall furnish Tenant with information pertaining to energy conservation.
- K. Tenant shall not permit guests/visitors to use utilities that are furnished and paid for by Management to wash and or repair vehicles nor to wash and or repair any other items.
- L. Tenant shall use only licensed electricians and plumbers to install washers and dryers in their units.

## **VI. KEYS AND LOCKS**

We agree to provide you with two (2) sets of keys to your apartment and mailbox, and other identification/entry devices as applicable upon execution of this lease. You agree to return these keys and other devices when you vacate the apartment. If you fail to do so, your account will be charged for either an additional service, device/key copy or a new lock in accordance with the Schedule of Tenant Charges. You agree not to install additional or different locks, bars or gates on any door or window in your apartment.

## **VII. SECURITY DEPOSIT**

You agree to pay a security deposit in the amount specified in Section XXVI upon signing of this lease which is in an amount equivalent to one (1) month's rent. The minimum security deposit will be \$100.00 regardless of the rent amount. We agree to accept, retain, and return this security deposit in a manner consistent with state law and HUD regulations as applicable. You agree and understand that this security deposit will not be applied toward rent or other amounts due under this lease during your tenancy.

At the termination of this lease, we may use the security deposit as reimbursement for the cost of repairs due to intentional or negligent acts by you or your guests, any collection of fees, attorney's fees and court costs caused by failure to pay rent, make repairs or quit the premises, or any other charges due from you, members of your household or guests. A written statement of charges to be deducted, if any, will be given to you.

Your Security Deposit will be returned to you provided:

- A. All payments due are paid;
- B. The apartment and equipment are left in clean and operational condition;
- C. The keys to the apartment are received by the Commission; and
- D. There are no damages other than normal wear and tear.

Disposition of the security deposit held hereunder shall be in accordance with [Act No. 348, Public Act of 1972 of the State of Michigan], a copy of which is posted in the Management Office, 615 East Hovey Avenue, Muskegon Heights, Michigan. The security deposit herein required shall be paid at the signing of the lease.

Management agrees to deposit the security deposit in an interestbearing account, crediting such interest at the rate of [four percent (4%) per annum], to the Tenant's security deposit.

Management agrees to return the security deposit, with such accrued interest as may have been earned after January, 1968, to Tenant no later than 30 days after Tenant vacates, less any deductions for any of the costs indicated above. The security deposit shall be deposited at COMERICA BANK in Muskegon Heights, Michigan. If such deductions are made, Management will give the tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while tenant occupies the dwelling unit.

### **VIII. OTHER CHARGES**

In addition to rent, you shall be responsible for certain other charges specified in this lease. Other charges include:

- A. Maintenance Costs -- The cost of services or repairs due to intentional or negligent damage to the apartment, common areas or grounds beyond normal wear and tear, caused by the Tenant, household members or by guests. When the Commission determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged the cost of such services in accordance with a Schedule of Maintenance Charges posted by the Commission. For work not listed on the Schedule, the Tenant shall be charged the actual cost to the Commission for labor and materials needed to complete the work. Charges are due and payable 14 days after written notice of the charge is given to the Tenant.
- B. Installation Charges -- A charge shall be assessed for installation of tenant supplied appliances such as air conditioners. Charges are due and payable fourteen days after installation has occurred.
- C. Late Charges - A charge of \$\_\_\_ plus attorney, sheriff and court fees and costs shall be assessed when rent or other charges are not paid on or before the 5<sup>th</sup> day of the month for a first violation in a twelve month period. The charge will increase to \$\_\_\_ plus attorney, sheriff and court fees for a second or subsequent violation in a twelve month period. This charge is due immediately.

## **IX. REDETERMINATION OF RENT, ELIGIBILITY, UNIT SIZE**

- A. Redetermination Process. For tenants selecting an income-based rent, the Commission will re-determine your rent, eligibility and unit size and other annual requirements at least once a year in accordance with federal regulations. Tenants electing to pay a flat rent shall have family composition reviewed annually and rent redetermined every three years. You agree to provide the Commission, when requested and by the date specified, accurate and complete information as to the household composition, the age of household members, income and sources of income of all household members, household assets and any other related information necessary for us to determine eligibility, annual income, adjusted income and rent. This determination shall be in accordance with the approved Admissions and Continued Occupancy Policy, Income Limits, that Rent Schedule, and Occupancy Standards which shall be furnished to you upon request.
- B. When Rent May Change. Rent as stated in Section IV hereof shall remain in effect until revised at your next schedule reexamination or unless:
- (1) Your family composition changes. A change in family composition must be reported within 10 days of its occurrence, and must conform to the requirements of the Admissions and Continued Occupancy Policy.
  - (2) Your family has a decrease in income which would justify a reduction in rent. Tenants should report such decreases immediately so a rent reduction can take effect as soon as possible.
  - (3) Your family is paying a flat rent or the minimum rent and claims, and can verify to the satisfaction of the Commission, that a financial hardship exists.
  - (4) If it is found that you have misrepresented the facts upon which your rent is based so that the rent you are paying is less than what should have been charged, then we may terminate the lease and increase the rent retroactively. Such an increase shall be due and payable when billed.
  - (5) Directives by the Federal Government require changes to the Admissions and Continued Occupancy Policy or the method of computing rent.
  - (6) A family not receiving welfare assistance at the time of the reexamination and determination of income later becomes a recipient, in which case the change shall be effective on the first of the following month.
  - (7) We conduct a special re-examination. Special re-examinations may be conducted when we determine that one is necessary, such as when it has not been possible to make an accurate estimate of Annual Income.
- C. Notice of Rent Adjustment. If any rent adjustment is required, we shall mail or deliver a "Notice of Rent Adjustment" to you pursuant to Section XVIII. The notice shall become an

attachment to this lease and shall amend Section IV. With rent decreases, the adjustment shall be effective the first of the month following the month in which you furnished the information required by us to justify a rent decrease. With rent increases, the adjustment shall become effective the first of the second month following the Commission's notice to you of the new rent amount, unless the rent increase results from a finding of intentional misrepresentation under Section IXB (4).

- D. Apartment Size No Longer Appropriate. If we determine that the size of the dwelling unit is no longer appropriate, you agree to transfer to an appropriate size unit upon notice by the Commission that such a dwelling is available, in accordance with Section XV of this lease agreement.
- E. Continued Assistance. You will remain eligible for continued assistance unless we terminate or do not renew your lease as set forth in Section XX.

## **X. OBLIGATION TO REPAY**

If you submit false information on any application, or annual or interim reexamination, or if you fail to abide by the interim reporting requirements contained in Section IX, and as a result you are charged a rent less than the amount required by HUD, you agree to pay the difference between what you were charged and the correct rent. This amount is due upon receipt of a Notice of Rent Adjustment sent to you by the Commission which details the retroactive charge. You are not required to pay undercharges in rent due solely to the Commission's failure to calculate your rent properly. If you are found to have intentionally submitted false information and/or committed fraud, you may be subject to eviction proceedings. The Housing Commission reserves the right to pursue criminal conviction for cases of fraud in a court of law.

## **XI. YOUR RIGHTS TO USE AND OCCUPY PREMISES**

- A. You shall have the right to exclusive use and occupancy of the leased premises for Tenant and other household members listed on the lease. This may include the care of foster child(ren) or adult(s) and a live-in care attendant for a member of your family provided the accommodation of such persons conform to the Commission's Admission and Continued Occupancy policy, and so long as the Commission has granted prior written approval for the foster child(ren) or adults, or live-in aide to reside in the unit. Permission to add live-in aides and foster children shall not be unreasonably refused.
- B. Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births or adoptions or custody awards for children under 10 years old, require the advance written approval of the Commission. Such approval may be granted only if the new family members pass the Commission's screening criteria and a unit of the appropriate size is available. You agree to wait for the Commission's approval before allowing additional persons to move into your apartment. Your failure to comply with this provision is a serious violation of the material terms of the lease, for which we may terminate the lease in accordance with Section XX.

- C. Any deletion to the household members named on the lease must be documented to the satisfaction of the Commission. In the case of an income producing member or any member who the Commission has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, you must provide at least two documents verifying the new address of the departing household member or other evidence deemed acceptable to the Commission.
- D. With the prior written consent of the Commission, members of the household may engage in legal profit-making activities in the dwelling unit which are incidental to the primary use of the apartment as a residence by members of the household and permissible under local rules and regulations.
- E. A family member or visitor may stay in the leased unit for a period not to exceed 14 cumulative days in any one calendar year.

## **XII. TENANT OBLIGATIONS**

### **A. You agree that:**

- 1. Neither you nor any member of your household will engage in any drug-related criminal activity on or off the Commission's public housing premises; and
- 2. Neither you nor any member of your household or any guest, visitor, or other person under your control will engage in any violent or drug-related or criminal activity on or anywhere near the Commission's public housing premises.
- 3. Violation of any of the above provisions shall be deemed a material violation of the lease and is good cause for termination of tenancy. A single violation of any of these provisions shall be deemed a serious and material non-compliance of this Lease. A preponderance of the evidence shall be adequate that any of these provisions has been violated and proof in the form of an arrest or criminal conviction shall not be required for termination of tenancy.

### **B. You further agree that:**

- 1. You will not assign, sublet or transfer possession of the unit; provide accommodation to boarders or lodgers; or give long term accommodation to family members or guests in excess of 14 cumulative days during any 12 month period without the advance written consent of the Commission.
- 2. You will not use or permit the use of the apartment for any purpose other than as a private dwelling solely for you and members of your household as named in Section III of this lease.
- 3. You will abide by necessary and reasonable regulations as may be set forth by the Commission for the benefit and well-being of the housing development and its tenants.

These regulations shall be posted in the project office and are, by this reference, incorporated in this lease. Violation of such regulations constitutes a violation of the Lease.

4. You will comply with all obligations imposed upon tenants by applicable provisions of state and local building and housing codes materially affecting health and safety of the Tenant and household members, neighbors, or Commission staff.
5. You will keep your apartment and other such areas as may be assigned to you for your exclusive use in a decent, safe, and sanitary condition.
6. You will dispose of all garbage, rubbish and other waste from the apartment in a sanitary and safe manner only in containers approved by the Commission. You will refrain from, and cause household members, guests or visitors to refrain from, littering or leaving trash and debris in common areas or on the grounds.
7. You will use only in reasonable manner all electrical, sanitary, heating, ventilation, air conditioning, other facilities and appurtenances including elevators.
8. You will refrain from, and cause household members, guests and visitors to refrain from destroying, defacing, damaging, or removing any part of the apartment or the Commission's public housing premises.
9. You will use reasonable care in the maintenance of smoke alarms and will immediately notify the Commission if a smoke alarm becomes inoperable. At no time may you disconnect or render a smoke alarm inoperable.
10. You will pay reasonable charges (other than normal wear and tear) for the repair of damages to the apartment, and the Commission's public housing premises, facilities, or common areas caused by you, household members, or guests in accordance with Section VIII.
11. You will act, and cause household members, guests, and visitors to act in a manner that will (a) not disturb other tenants' peaceful enjoyment of their apartments; and/or (b) be conducive to maintaining all Commission projects in decent, safe and sanitary conditions.
12. You will refrain from, and cause household members, guests and visitors to refrain from abuse of alcohol and/or controlled substances that results in loud noise or an interference with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
13. You will not use or allow members of your household, guests or visitors to use any firearms or other offensive weapons as defined by the laws and courts of the State of Michigan anywhere in your apartment or elsewhere on the property of the Commission.
14. You will act in a cooperative manner with neighbors and the Commission's staff. You will refrain from, and cause household members, guests and visitors to refrain from



acting or speaking in an abusive or threatening manner toward neighbors and the Commission's staff.

15. You will not make any repairs or alterations to your apartment or the Commission's public housing premises.
16. You will use reasonable care to keep your apartment in such condition as to ensure proper health and sanitation standards for you, your household members and neighbors. **YOU SHALL PROMPTLY NOTIFY THE COMMISSION OF ANY KNOWN NEED FOR ANY REPAIRS TO YOUR APARTMENT**, and of known unsafe or unsanitary conditions in the apartment or in the common areas and grounds of the Project. Your failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
17. You will permit us entry to your apartment to perform repairs, make inspections, exterminate (scheduled or otherwise) or show the apartment for re-leasing in accordance with Section XVII of this lease.
18. You will give prompt written notice when the apartment is to be vacant for one week or more; however, such notice shall not render the Commission responsible for any personal property of any nature or description left in or on the leased premises during the tenant's absence.
19. You will take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. You will not store or use a kerosene heater in your apartment.
20. You will maintain and use sidewalks, areaways, passage areas, elevators, or stairs in such a way as not to create any safety hazard, or be obstructed, or used for any purpose other than entrance or exit from the apartment or building.
21. You will only park properly registered, inspected, operable and Commission-authorized vehicles in authorized parking areas only, and shall refrain from, and cause household members, guests, and visitors to refrain from parking vehicles in any right-of-way, fire lane or unauthorized area. Any unregistered, uninspected, inoperable, or unauthorized vehicle or improperly parked vehicle will be removed from the Commission property at the Resident's or car owner's expense. You will display an Commission-issued parking decal in the proper location on your car.
22. You will refrain from, and cause household members, guests or visitors to refrain from making automobile repairs on Commission property.
23. You will insure that neither you nor any member of your household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in your apartment or on the grounds of the Commission property without prior approval of the Housing Commission and in compliance with the Pet Policy in force at the time. Exceptions may be made for a

person with a disability who requires a trained service animal as a reasonable accommodation for his or her disability.

24. You will immediately place in your name and always promptly pay for any utility service not provided by the Commission, and avoid disconnection of service for such utilities.
25. You will promptly notify the Commission of your decision to vacate the apartment in accordance with Section XX. You shall leave the apartment in same condition (except for normal wear and tear) as when you moved in and in a broom cleaned condition. Upon vacating your apartment, you are responsible for the apartment and the equipment therein, and will be charged a daily rent until the keys are received by the Commission.
26. You agree that you will not allow to visit or reside on the premises individuals who have a history of engaging in activity that threatens the health, safety, or right to peaceful enjoyment of the Commission's public housing premises by other tenants or employees of the Commission.
27. You agree not to commit any fraud in connection with any government subsidized housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any government subsidized housing program during the term of the lease.
28. You will inform the Commission if you or any member of your household requires reasonable accommodations due to disability in order to comply with the terms of this lease.

### **XIII. COMMISSION OBLIGATIONS**

We agree, other than for circumstances beyond our control, that:

1. We will maintain your apartment and the public housing premises in decent, safe, and sanitary conditions.
2. We will comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. We will make necessary repairs to the apartment.
4. We will maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied by the Commission.
5. We will provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.

6. We will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage); EXCEPT where the building that includes the apartment is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
7. We will notify you of the specific grounds for any proposed adverse action by the Commission. Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities. The Commission's notice of the proposed adverse action will inform the Tenant of his/her right for a grievance hearing in accordance with the Commission's Tenant Grievance Procedures.
8. We will provide on a scheduled basis and, as the need may arise, extermination services to locations designated by the Commission.
9. We will make reasonable accommodations in leasing and other policy requirements when requested by a tenant with disabilities which qualify for reasonable accommodation; provided that the requested accommodations does not impose an undue financial or administrative burden on the Commission or result in a lowering or waiving of essential lease requirements.

#### **XIV. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the tenant and household members, it is agreed that:

- A. You shall immediately notify the Commission of the damage and intent to abate rent, when damage is or becomes sufficiently severe that you believe you are justified to abate rent.
- B. We shall repair the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by the you, household members, guests, or visitors, the reasonable cost of the repairs shall be charged to and paid by you.
- C. We shall offer you a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time, and the hazardous condition was not caused by the you, household member, guests or visitors.
- D. You shall accept any replacement unit offered by the Commission.
- E. In the event repairs cannot be made by the Commission, as described above, and alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. No abatement of rent shall occur if you reject alternative accommodations or if the damage was caused by you, household members, guests or visitors.

- F. You agree to continue to pay full rent, less the abated portion agreed by the Commission, during the time in which the defect remains uncorrected.
- G. If the Commission determines that the apartment is uninhabitable because of imminent danger to the life, health, and safety of the Tenant, and alternative accommodations are refused by the Tenant, the Lease shall be terminated, and any rent paid will be refunded to the Tenant as a prorated basis.

## **XV. SIZE OF DWELLING UNIT**

You understand that federal regulations permit us to assign units according to the size of the household, and the age, sex, and relationship of household members. You agree to transfer to an appropriate size dwelling unit if we determine at annual or interim re-examination that such a transfer is necessary to correct an overcrowded or overhoused situation and a unit is currently available. We will give you at least a sixty (60) day advance notice of our intention to transfer you to a suitable unit prior to an actual offer of a new unit and lease, and will discuss housing options with you and attempt to accommodate your needs to the greatest extent feasible. However, when after this sixty day period the Commission has an appropriate unit available, we will notify you in writing informing you of the location and size of the unit, and provide you with seven days to accept the offer of this new unit and an additional seven (7) days to complete the move. With the exception of moves related to modernization activity, you will be responsible for any costs associated with moving to the new apartment. Upon your transfer, you agree to execute a new lease. Refusal of a unit or a unit transfer due to an underhoused or overhoused situation will result in termination of this lease.

## **XVI. INSPECTIONS**

- A. Move-in Inspections: The Commission and you or your representative shall inspect the apartment prior to occupancy by you. We shall furnish you with a copy of the inspection report indicating the condition of the premises, apartment and the equipment provided with the apartment. You agree that you have inspected the apartment and find the apartment is safe, clean, and in good condition except as indicated on the inspection report attached to and made part of the lease. You also agree that all appliances and equipment are in good working condition and that we have made no promise to decorate, improve, alter or repair the apartment or any of its contents except as noted on the Inspection Report. This Inspection Report shall be signed by us and you and be retained in your folder.
- B. Annual Inspections. An inspection of each dwelling unit will be conducted at least once each year to check maintenance needed, tenant housekeeping, and other lease compliance matters. The Commission will furnish you with a written statement of unit conditions and/or any charges for repairs or removal of non-approved alterations to your apartment.
- C. Special Inspections. Representatives from HUD and/or other U.S. Government Officials may visit the Commission to monitor operations and, as part of the monitoring, may inspect a sampling of the federal public housing inventory.

- D. Other Inspections: The Commission will inspect the apartment two months after move-in date and annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. The Commission, at its sole discretion, may inspect your apartment more frequently as needed. You will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the apartment.
- E. Move-out Inspections: When you vacate the apartment, we shall inspect the apartment and furnish you with a statement of charges, if any, for which you are responsible. You and/or your representative may join in such inspection unless you vacate without notice. If you vacate without notice, we shall not be required to give you notice of the inspection.

## **XVII. ENTRY OF PREMISES DURING TENANCY**

The Commission has the right to enter your apartment under the following circumstances:

- A. We or our agent may enter your apartment during reasonable hours upon forty-eight (48) hours notice to you to perform routine inspections, to make repairs or improvements, or to show the apartment for leasing.
- B. We or our agent may enter your apartment at any time without prior notice to you if we believe that an emergency exists or have reason to believe you have abandoned your apartment.
- C. Prior written notice will not be required when we have entered your unit to perform maintenance requested by you unless you have specified in writing that a written notice is required.
- D. We will not enter your apartment when you have given us permission to do so if there are only minor children present in the household.

## **XVIII. LEGAL NOTICES**

- A. Notice to you required by this Lease Agreement shall be sufficient if delivered in writing to you personally, or to an adult member of your household residing in the apartment, or if sent by prepaid First Class Mail properly addressed to you, or affixed to your door.
- B. Notice to us must be in writing, and either delivered to a Commission employee at the Main Office of the Commission or by prepaid First Class Mail properly addressed to: Muskegon Heights Housing Commission, 615 Hovey Avenue, Muskegon Heights, MI 49444.
- C. If more than one person signs this lease, any notice under this lease shall be sufficient if delivered to one of those persons and notice to one signed is notice to all.

## **XIX. POSTED NOTICE**

Schedules of special charges for services, repairs, utilities and rules and regulations shall be publicly posted in the Commission's office and shall be furnished to you on request. Such schedules, rules and regulations may be modified by us provided thirty (30) days written notice to each affected tenant identifying the proposed modifications, indicating the reasons for the modifications, and providing you an opportunity to present written comments, which shall be taken into consideration by the Commission, prior to the proposed modifications becoming effective. Such notice shall be posted at each project, as well as in the Main office.

## **XX. TERMINATION OF LEASE**

- A. Termination by Tenant. This lease may be terminated by you at any time by giving thirty (30) days **written** notice as specified in Section XVIII. You agree to leave the unit in broom clean and good condition, normal wear and tear excepted, to return all keys to the Housing Commission's office in person and to provide the Commission with a forwarding address. Failure to provide written notice in the required time frame will result in the forfeiture of the security deposit, as specified in Section VII.
- B. Lease Renewal. This lease is automatically renewable at the expiration of the 12 month period except for noncompliance with the 8 hour per month community service requirement for non-exempt public housing adults in accordance with the approved Admissions and Continued Occupancy Policy.
- C. Termination by the Commission. This lease may be terminated by the Commission for good cause. "Good cause" shall include but not be limited to:
1. The failure to pay rent or other payments when due;
  2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5<sup>th</sup> of the month. Three such late payments within a twelve month period shall constitute repeated late payment.
  3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
  4. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter.
  5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process annual re examinations or interim re-determinations.
  6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of the Housing Commission's property.
  7. Behavior and/or activity by Tenant, household members, guests or visitors which disturb other tenants' peaceful enjoyment of their apartments; and/or is not conducive to maintaining all Commission projects in decent, safe and sanitary conditions.

8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises.
9. Criminal activity by Tenant, household member, guest or visitor including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Commission's public housing premises by other tenants or employees, or any drug related criminal activity on or off the premises.
10. Alcohol and/or controlled substance abuse that the Commission determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
11. The presence of illegal drugs in your apartment.
12. Any fire on Commission premises caused by the tenant, household members or guests or visitors' actions or neglect.
13. Uninhabitable apartment conditions caused by the tenant, household member, guests or visitors' actions or neglect.
14. Refusal of an offer of a new lease.
15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the Commission's Occupancy Standards or to accommodate an administrative need of the Commission including but not limited to the disposition, demolition or modernization of your apartment.
16. Abandonment of the unit.
17. Conviction of a member of the household for manufacturing or producing methamphetamine on the premises of a public housing development.
18. Violation of the Commission's policy requiring 8 hours per month of community service for non-exempt public housing adults.
19. If the Commission receives information from a State or local agency that a member of the federal public housing household is subject to a lifetime sex offender registration requirement.
20. Other serious or repeated violations of any material term of this lease.

D. Notice of Termination. If we elect to terminate this Lease we will do so only in accordance with HUD regulations and state laws and we may evict you from your apartment only by bringing an action before a court of law. You will be notified in writing of the reason(s) for the proposed termination, your right to make whatever reply you wish; your right to examine, prior to any hearing or trial, any of our documents; your right to have copies of documents made at your expense; and, if applicable, your right to request a grievance hearing in accordance with the Commission's Tenant Grievance Procedures.

If you are entitled to a grievance hearing, this Lease will not terminate (even if the notice to terminate under State Law has expired) until the time for you to request a grievance hearing has expired and (if a hearing was requested by you in a timely manner) the grievance process has been completed.

F. Time Period for Termination. The time period for terminating this lease shall be as follows:

1. We shall give reasonable notice of termination considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or employees of the Commission is threatened. The Tenant and Commission agree that 7 days is reasonable time for any drug-related criminal activity on or off the premises.
2. We shall give 14 days written notice of termination if termination is caused by your failure to pay rent.
3. We shall give 30 days written notice of termination in all other cases.
4. Such notice of termination to you may be given on any day of the month, and may be combined with, or run concurrently with, any notice required by state or local law.
5. The Commission has the right to represent our interests in court in connection with eviction actions. If our action to evict you is upheld, we have the right to recover possession of the apartment in the manner prescribed by state law.

F. Abandonment. If you vacate or abandon the apartment which may be evidenced by your removal of substantially all of your possessions or have been absent from your apartment for twenty-one consecutive days and either (a) fail to pay rent for (1) month or (b) make an express statement that you do not intend to occupy the apartment after a specific date, the Commission may enter and take possession of the apartment after giving notice under State law.

## **XXI. GRIEVANCE PROCEDURE**

- A. All disputes concerning the obligations of you or us shall be processed and resolved pursuant to the grievance procedure in effect. The Commission's Tenant Grievance Procedure is incorporated herein by reference and is available upon request.
- B. Except if terminated under Sections XIIA or Section XX as it relates to criminal activity, all grievances or appeals arising from this Lease concerning obligations of either party shall be processed and resolved in accordance with the Commission's Tenant Grievance Procedure in effect at the time the grievance or appeal arises. You will be provided with appropriate notice and an opportunity for a hearing in accordance with the Commission's Tenant Grievance Procedure. If you are entitled to a grievance hearing pursuant to the Commission's Tenant Grievance Procedure, we will not take any action against you until the time for you to request a grievance hearing has expired or (if a hearing was requested by you in a timely manner) the grievance process has been completed. Changes in the Commission's Tenant Grievance Procedure may be made from time to time provide that we give you and tenant organizations at least thirty (30) days notice and an opportunity to provide written comments. All written comments received shall be considered.



- C. Termination and eviction brought as result of criminal activity as specified in Sections XII A or Section XX are excluded from the grievance procedure.

## **XXII. NON-WAIVER**

Our delay or failure to terminate this lease when we have cause to do so shall not be construed as a waiver of our rights to terminate the lease at any future time for the same cause or any other cause.

## **XXIII. NOT RESPONSIBLE FOR PERSONAL PROPERTY LOSS OR DAMAGE**

You expressly agree to save the Commission from and against the loss or damage to any personal property, and against the claims and demands of yourself and all other persons on account of any loss, or damage to any personal property suffered or sustained, on or about the premises under your exclusive control and not a result of or in any way caused by any negligent or unlawful act of omission by the Commission, its agents, employees or acts of God or nature. Because the Commission is not responsible for loss or damage to personal property, tenants are encouraged to purchase apartment/renters' insurance.

## **XXIV. CHANGES**

- A. This Lease, together with any addenda or referenced attachment or documents now in effect and from time to time amended, evidence the entire agreement between you and the Commission. Any changes to this Lease, except as specified in Section XIX, shall be made by written agreement of the Commission and Tenant, or when the Tenant is given written notice, 30 days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes or regulations.
- B. Changes in the form of lease may be made from time to time provided that we shall give to all tenants and tenant organizations at least thirty (30) days' written notice of the proposed change(s) and an opportunity for presentation of written comments. All written comments that may be made by the tenants and tenant organizations regarding the proposed changes shall be taken into consideration by us before they become effective.

## **XXV. LEGAL COSTS, FEES AND CHARGES**

You shall be responsible for any and all legal costs, fees and charges incurred by the Housing Commission for the purpose of enforcing any section of this Lease.

## **XXVI. SECURITY DEPOSIT**

As specified in Section VII of this Lease, you agree to pay a security deposit of \$\_\_\_\_\_.

**XXVII. TRUTH IN RENTING ACT (MCL 554, 631, TO 554, 641) PROVISIONS**

Management and Tenant specifically agree that this lease is not intended to violate any of the provisions of the Truth in Renting Act. If, however, any provisions of this lease do in fact reach any result, then such provisions shall be null and void, but other provisions of this lease shall continue to remain in full force and effect.

- **TENANT MUST NOTIFY MANAGEMENT IN WRITING WITHIN FOUR (4) DAYS AFTER HE/SHE MOVES OF A FORWARDING ADDRESS WHERE HE/SHE CAN BE REACHED AND WHERE HE/SHE WILL RECEIVE MAIL: OTHERWISE MANAGEMENT SHALL BE RELIEVED OF SENDING AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**
- **“NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF TENANT HAS ANY QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, HE/SHE MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

**XXVIII. DOCUMENTS WHICH ARE PART OF THIS LEASE**

You certify that you have received a copy of this Lease.

Although the Admissions and Continued Occupancy Policy, Tenant Grievance Procedure, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are not physically attached to this Lease, the provisions contained therein are incorporated herein by reference in these documents. Copies of the Admissions and Continued Occupancy Policy, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are available for your review at the Housing Commission office of the Commission. You may obtain copies of the policies, rules and regulations, and schedules of charges upon request.

IN WITNESS WHEREOF, the parties have executed this lease agreement this \_\_\_\_\_ day of \_\_\_\_\_ at the Muskegon Heights Housing Commission, upon receipt of \$\_\_\_\_\_ (pro rata) for the initial period of \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

**TENANT**

**MUSKEGON HEIGHTS HOUSING COMMISSION**

\_\_\_\_\_  
Head

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Co-Head/Spouse

\_\_\_\_\_  
Witness